

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTER DISTRICT OF PENNSYLVANIA

SEP 22 2022

Plaintiff(s)

Case Number: 22-11213

Residential Asset Sub LLC

Vs

Defendant(s)

Edna Grace Rodriguez

MOTION FOR RELEASE

I AM REQUESTING A MOTION TO APPROVE THE SALE OF THE HOUSE SALE OF SUBJECT
PROPERTY ADDRESS: 1705 GEIGEL AVE, ORLANDO FL 32806.

BOSTON TITTLE COMPANY IS WORKING ON ALL THE DOCUMENTATION AND WE NEED THE
RELEASE TO COMPLETE WHAT IS REQUIRED, ATTACHED HERE IS A COPY OF THEIR
INFORMATION OF SR. E SEGARRA. WHO IS WORKING TOGETHER.

IN ADDITION I AM SENDING YOU THE COPY OF THE SALES CONTRACT; INFORMATION THAT
HAS ALSO ALREADY BEEN SENT TO THE LAWYER REBECA A. SOLARZ WHO REPRESENT THE
BANK.

This 09-16-2022

Date

Egrace

Signature

Address: 59 Ottawa Ln, Honey Brook Pa 19344

Phone Number: 484-947-6005

Email: Rodriguezgarciaedna476@gmail.com



Edna Rodriguez Garcia <rodriguezgarciaedna476@gmail.com>

Fw: TITLE PACKAGE-AVILA/RODRIGUEZ-SALE OF 1705 GEIGEL AVE, ORLANDO, FL-OUR FILE FL22150324

1 mensaje

esegarra brandywineinvestments.net <esegarra@brandywineinvestments.net>
Para: Edna Rodriguez Garcia <rodriguezgarciaedna476@gmail.com>

16 de septiembre de 2022, 17:05

From: Charlo e Thorsen <cthorsen@BostonNationalTitle.com>
Sent: Friday, September 16, 2022 2:04 PM
To: esegarra brandywineinvestments.net <esegarra@brandywineinvestments.net>; Patrice Bozzo <pbozzo@BostonNationalTitle.com>; Client Purchase <clientpurchase@BostonNationalTitle.com>
Subject: TITLE PACKAGE-AVILA/RODRIGUEZ-SALE OF 1705 GEIGEL AVE, ORLANDO, FL-OUR FILE FL22150324

Good Afternoon,

Hope you are all doing well.

Ed – The Purchase Team will assist you with this file. Patrice is your Closing Specialist. Take care.

Have a wonderful weekend.

Charlotte Thorsen

Scheduling Team Lead

Phone: 704-912-1982

Fax: 888-536-5429

129 W Trade Street, 9th Floor Charlotte,

NC 28202

cthorsen@bostonnationaltitle.com

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At Boston National Title, we stand behind our "*Commitment to Excellence*". If you have received anything less than exceptional service, please contact my supervisor Lisa Jarrett via phone at 704-593-6156 or email ljarrett@bostonnationaltitle.com. You may also contact our Client Relations Team via Phone at (855) 453-5313 or email clientrelations@bostonnationaltitle.com

From: esegarra brandywineinvestments.net <esegarra@brandywineinvestments.net>
Sent: Friday, September 16, 2022 1:59 PM
To: Patrice Bozzo <pbozzo@BostonNationalTitle.com>
Cc: Charlotte Thorsen <cthorsen@BostonNationalTitle.com>
Subject: Re: TITLE PACKAGE-AVILA/RODRIGUEZ-SALE OF 1705 GEIGEL AVE, ORLANDO, FL-OUR FILE FL22150324
Importance: High

Hi Patrice ,

Attached are the Lender Fees. (Velocity Mortgage)
Our Broker fee is 5% (Brandywine Investments LLC)

Per our tel. conversation today.

I previously emailed you copy of all doc's received from Fay Servicing's Attorney which includes Payoff/Statement of total debt & account History along with all other doc's which were requested and submitted to the Trustee.

The Seller has submitted a Motion for a Release to allow for the sale of the Property.

The Trustees office said your office is able to expedite this.

Please have your designated representative follow up with the Lenders Attorney to ensure you have all needed from them to Close on the Sale of Subject Property.

We are looking to close this file as soon as possible and need your assistance .

Not sure how much more time the Seller may have .

We did receive your Title Commitment Pkg. 09/09/2022 Thank you!

Please provide a Pre-HUD & Your wiring Instructions for Boston National Title.

Your assistance is greatly appreciated.

Thank you

Ed.Segarra

President

Brandywine Investments LLC.

484-548-5505 T

484-364-8359 C 484-782-1493 F

esegarra@Brandywineinvestments.ne

t www.Brandywineinvestments.net

Agreement to Sell Real Estate

Edna G. Rodriguez (Seller Name), of
59 Ottawa Ln. Honey Brook, Pa 19344 (Seller Address), as Seller,
and Karla G. Avila (Buyer Name), of
59 Ottawa Ln. Honey Brook Pa 19344 (Buyer Address), as Buyer,
hereby agree that the Seller shall sell and the Buyer shall buy the following described property
UPON THE TERMS AND CONDITIONS HEREINAFTER SET FORTH, within this contract.

1. Legal Description of real estate located in Orange County, State
of Florida (Include the full legal description as found on the deed, not just the
address. Attach on a separate page if there is not enough room below.):

Parcel ID# 262329014500630

Property: 1705 Geigel Ave.
Orlando, Florida 32806

2. Purchase Price: Three hundred fifty thousand Dollars
(\$ 350,000).

Method of Payment:

- (a) Deposit to be held in trust by Seller \$ 500. —
- (b) Approximate principal balance of first mortgage to which
conveyance shall be subject, if any. \$ _____
Mortgage holder: _____
Interest _____ % per annum.
- (c) Other Deposit: _____ \$ _____
- (d) Cash, or certified or local cashier's check, due on closing
and delivery of deed (or such greater or lesser amount as
may be necessary to complete payment of purchase
price after credits, adjustments and prorations). \$ 349,500. —

3. Prorations: Taxes, insurance, interest, rents and other expenses, and revenue of said property shall be prorated as of the date of closing.

4. Restrictions, Easements, Limitations: Buyer shall take title subject to: (a) Zoning, restrictions, prohibitions and requirements imposed by governmental authority, (b) Restrictions and matters appearing on the plat or common to the subdivision, (c) Public utility easements of record, provided said easements are located on the side or rear lines of the property, (d) Taxes for year of closing, assumed mortgages, and purchase money mortgages, if any, (e) Other restrictions, if any: _____ . Seller warrants that there shall be no violations of building or zoning codes at the time of closing.

5. Default by Buyer: If Buyer fails to perform any of the covenants of this contract, all money paid pursuant to this contract by Buyer as aforesaid shall be retained by or for the account of the Seller as consideration for the execution of this contract and as agreed liquidated damages and in full settlement of any claims for damages.

6. Default by Seller: If the Seller fails to perform any of the covenants of this contract, the aforesaid money paid by the Buyer, at the option of the Buyer, shall be returned to the Buyer on demand; or the Buyer shall have only the right of specific performance.

7. Termite Inspection: At least 15 days before closing, Buyer, at Buyer's expense, shall have the right to obtain a written report from a licensed exterminator stating there is no evidence of live termite or other wood-boring insect infestation on said property nor substantial damage from prior infestation on said property. If there is such evidence, Seller shall pay up to three percent (3%) of the purchase price for the treatment required to remedy such infestation, including repairing and replacing portions of said improvements, which have been damaged; but if the costs for such treatment or repairs exceed three percent (3%) of the purchase price, Buyer may elect to pay such excess. If Buyer elects not to pay, Seller may pay the excess or cancel the contract.

8. Roof Inspection: At least 15 days before closing, Buyer, at Buyer's expense, shall have the right to obtain a written report from a licensed roofer stating that the roof is in watertight condition. In the event repairs are required either to correct leaks or to replace damage to fascia or soffit, Seller shall pay up to three percent (3%) of the purchase price for said repairs which shall be performed by a licensed roofing contractor; but if the costs for such repairs exceed three percent (3%) of the purchase price, Buyer may elect to pay such excess. If Buyer elects not to pay, Seller may pay the excess or cancel the contract.

9. Other Inspections: At least 15 days before closing, Buyer or his or her agent may inspect all appliances, air conditioning and heating systems, electrical systems, plumbing, machinery, sprinklers and pool systems included in the sale. Seller shall pay for repairs necessary to place such items in working order at the time of closing. Within 48 hours before closing, Buyer shall be entitled, upon reasonable notice to Seller, to inspect the premises to determine that said items are in working order. All items of personal property included in the sale shall be transferred by Bill of Sale with warranty of title.

10. Leases: Seller, not less than 15 days before closing, shall furnish to Buyer copies of all written leases and estoppel letters from each tenant specifying the nature and duration of the tenant's occupancy, rental rates and advanced rent and security deposits paid by tenant. If Seller is unable to obtain such letters from tenants, Seller shall furnish the same information to Buyer within said time period in the form of a seller's affidavit, and Buyer may contact tenants thereafter to confirm such information. At closing, Seller shall deliver and assign all original leases to Buyer.

11. Mechanics Liens: Seller shall furnish to Buyer an affidavit that there have been no improvements to the subject property for 90 days immediately preceding the date of closing, and no financing statements, claims of lien or potential lienors known to Seller. If the property has been improved within that time, Seller shall deliver releases or waivers of all mechanics liens as executed by general contractors, subcontractors, suppliers and material men, in addition to the Seller's lien affidavit, setting forth the names of all general contractors, subcontractors, suppliers and material men and reciting that all bills for work to the subject property, which could serve as basis for mechanics liens have been paid or will be paid at closing time.

12. Place of Closing: Closing shall be held at the office of the Seller's attorney or as otherwise agreed upon.

13. Time is of the Essence: Time is of the essence for this Agreement.

14. Documents for Closing: Seller's attorney shall prepare deed, note, mortgage, Seller's affidavit, any corrective instruments required for perfecting the title, and closing statement and submit copies of same to Buyer's attorney along with a title commitment for an owner's title policy and a current survey certified by a licensed surveyor dated no more than 6 months prior to closing, and copy of closing statement to the broker, at least 2 days prior to scheduled closing date.

15. Expenses: State documentary stamps required on the instrument of conveyance and the cost of recording any corrective instruments shall be paid by the Seller. Documentary stamps to be affixed to the note secured by the purchase money mortgage, intangible tax on the mortgage, and the cost of recording the deed and purchasing money mortgage shall be paid by the Buyer.

16. Insurance: If insurance is to be prorated, the Seller shall, on or before the closing date, furnish to Buyer all insurance policies or copies thereof.

17. Risk of Loss: If the improvements are damaged by fire or casualty before delivery of the deed and can be restored to substantially the same condition as now within a period of 60 days thereafter, Seller shall so restore the improvements and the closing date and date of delivery of possession hereinbefore provided shall be extended accordingly. If Seller fails to do so, the Buyer shall have the option of (1) taking the property as is, together with insurance proceeds, if any, or (2) canceling the contract, and all deposits shall be forthwith returned to the Buyer and all parties shall be released of any and all obligations and liability.

18. Maintenance: Between the date of the contract and the date of closing, the property, including lawn, shrubbery and pool, if any, shall be maintained by the Seller in the condition as it existed as of the date of the contract, ordinary wear and tear excepted.

19. **Closing Date:** This contract shall be closed and the deed and possession shall be delivered on or before the 25th day of August, 2022, unless extended by other provisions of this contract.

20. **Typewritten or Handwritten Provisions:** Typewritten or handwritten provisions inserted in this form shall control all printed provisions in conflict therewith.

21. **Other Agreements:** No agreements or representations, unless incorporated in this contract, shall be binding upon any of the parties.

22. **Radon Gas:** As required by law, Seller makes the following disclosure: "Radon Gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in every state. Additional information regarding radon and radon testing may be obtained from your county public health unit."

23. **Lead Paint:** "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

24. **Special Clauses:** Property is Sold in as is
Condition.
Buyer Waives all Inspections.

COMMISSION TO BROKER: The Seller hereby recognizes N/A as the Broker in this transaction, and agrees to pay as commission N/A percent (%) of the gross sales price, OR the sum of N/A

Dollars (\$ N/A) OR one-half of the deposit in case same is forfeited by the Buyer through failure to perform, as compensation for services rendered, provided same does not exceed the full amount of the commission.

WITNESSED BY:

Witness Sig.: _____ Date: _____

Name: _____

Witness Sig.: [Signature] Date: 07/26/2022

Name: Elder Alexander Garcia Soto

Seller Sig.: [Signature] Date: 07-26-2022

Name: Edna Grace Rodriguez

Buyer Sig.: [Signature] Date: 07-26-2022

Name: Karla Avila

09-16-2022

Who May Consent:

Based on the time it is taking to process the necessary documentation, this addendum sell has been extended to a closing date to 10/15/2022 or early.



Seller Signature

Edna Grace Rodriguez



Buyer Signature

karla Avila